

The CASE of the Honourable *William Ward* Esq; Son
and Heir Apparent of the Right Honourable *Edward*
Lord Ward, *John Levett*, Gent. and *Mary* his Wife:

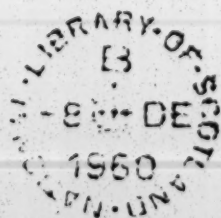
Humbly Offered to the Consideration of the Right
Honourable the Lords Spiritual and Temporal in
Parliament Assembled.

SIR *Thomas Brereton* Baronet (a man weak of understanding) being seized in Fee of, and in several Mannors and Lands in the County of *Chester*, was, when surprized with drink, in *May 1666*, prevailed upon by *John Warren*, Esq; a Barrester at Law, to execute a Deed of Settlement, which he had for that purpose drawn, and wherein he named himself, and his Father (amongst others) Trustees, whereby the Estate of the said Sir *Thomas* was settled to the use of himself for life, remainder (as to a great part thereof) to *Theodosta* his Wife, for her life, remainder as to the whole, to the Issue of his body, remainder (for want of such Issue) to *Nathaniel Booth*, and the Heirs of his body, remainder to the right Heirs of the said Sir *Thomas* for ever, with power of Revocation at any time, during his natural life, by paying of 12 d. to the said Trustees, or any of them, or to any other person or persons, for their use, with intent, purpose, and declaration to revoke the same, or the Uses, Limitations, or Estates thereby limited, created, or appointed, or any of them; and should also by his Act or Deed in writing, under his Hand and Seal, executed in the presence of two or more credible Witnesses, revoke the same, then the same to be void.

Sir *Thomas* sometime after the execution of this Deed, taking consideration thereof, and what he had done thereby, resolving that Settlement should not stand, but to revoke the same, took the Deed (which then he had in his own custody), tore of his Hand and Seal from off the same, declared it void, and flung it into the Fire, with desire to burn and destroy it; but *Warren* being present, snatcht the same out of the Fire, carried it away with him, and kept it till after the Death of Sir *Thomas*, soon after whose decease the said *Warren* combining with the said *Nathaniel Booth*, to defeat the Apellants (who are the said Sir *Thomas* his Sisters, Children, and his Heirs at Law) of the said estate, sets up the aforesaid Deed, and pretends the same was not revoked according to the strict Letter of the *Proviso* therein for the purpose contained. Howbeit, *Warren* well knows, that Sir *Thomas* in his life-time, to wit, on the 10th of Feb. 1670, conceiving and apprehending the Settlement aforesaid to be void, did execute one other Conveyance, drawn by him the said *Warren*, whereby part of the Lands settled on his Lady for her Joynture, were the same which were settled on her by the aforesaid Cancelled Deed, and sold other part of the Lands, so settled as aforesaid, unto him the said *Warren*, and others; and ever after his cancelling the said Deed, did upon all occasions, whilst he lived, declare the Settlement thereby made to

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be void to all intents and purposes, that his Estate after his decease, should go to his right Heirs, and to no other person whatsoever; sent several times to the said *Warren*, to desire him to send him the said Cancelled Deed, to the intent he might by perusing thereof, know whether any other Act (by the *Proviso* therein contained) were requisite by him to be done, for the more effectual making void of the same; and often times the year before his Death, demanded it himself of the said *Warren* before Witnesses; asking the reason why he delivered it not after so many times sending for? That so he might revoke the same in such manner, as by the *Proviso* therein contained was required, in case the Cancelling thereof, as aforesaid, were not sufficient for that purpose. To whom *Warren* replied, by asking Sir *Thomas*, why he troubled himself for the Deed, when he knew he had destroyed it, by tearing of his Hand and Seal, assuring him, That it was a void Deed, and promised to deliver the same when he could find it? With which Answer Sir *Thomas* rested satisfied, believing what he said to be true: which he the rather gave credit unto,

Because the said *Nathaniel Booth* was so well satisfied, that the said Settlement was void, that he himself several times after the Cancelling thereof, and not long before his Death, solicited him to Seal new Deeds, for settling the same Lands to the same uses mentioned in the said cancelled Conveyance, offered him money so to do. Which Sir *Thomas* refused to execute, adding, that the said *Booth* should never be a farthing the better for his Estate; avoided as much as he could his company for above a year before his Death, would never trust himself with him alone, because he once before attempted to do him some mischief, for refusing to execute some Deeds which he had prepared ready for his sealing.

Mr. *Booth* finding himself thus disappointed, that he could no way prevail with Sir *Thomas* to make any new Settlement for his advantage, did in April 1673, procure a Letter from the Kings most Excellent Majesty, to the said Sir *Thomas*, wherein the King desired him to settle a part of his said estate on the said *Booth*; which Letter being brought to him by a Noble Lord, Sir *Thomas* after a due consideration thereof, returned his Answer in writing to his Lordship; wherein he writ, that he hoped His Majesty would not impose any such thing upon him, or enforce him to give his estate away contrary to his own inclinations; adding, that he had nearer Relations than the said Mr. *Booth* to take care of.

About four Months after, to wit, in or about the Month of August, 1673, Sir *Thomas* being sick, Mr. *Booth* came to visit him, and demanded to know his positive resolution, whether he would settle any part of his estate upon him, or not? To which Sir *Thomas* reply'd, that he had long before given Answer to that matter, and would give no other, save only, that neither he nor his should be one farthing the better for his estate: and immediately after the said Mr. *Booth* was gone, Sir *Thomas* caused a Memorandum of such his Answer to be entred into his *Almanack*; as also, that the Cancell'd Deed in *Warrens* hands was void, that he had often sent for it, but could not get it; and made two persons then present, subscribe their Hands as Witnesses to the said Memorandum.

Sir *Thomas* resolving not to trust himself near the said *Warren* any longer, left *Cheshire*, went to a Lawyer in *Worcestershire* (to whom he was a stranger), gave him instructions to draw a Settlement for him of all his estate then unsold, named the Lands, the Trustees, and to what Uses, and directed the making his Will, nominated his Lady to be his Executrix. And in all these instructions

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Mr. *Booth* not so much as mentioned ; but Sir *Thomas* falling ill, had a mind to return to his own House in *Cheshire*, and did not execute the same. But the draft of his Will was brought to him, and he approved thereof, and declared that he would come and perfect the same with the Settlement at the Lawyers house, but dyed before the doing thereof.

Sir *Thomas* afterwards on his Death-bed declared, that all his estate should go to his Heirs at Law, and to no Body else ; and that the aforesaid *VVarren* had got the Cancelled Deed aforesaid into his hand, which he executed when he was in drink ; that he had long since tore off his Hand and Seal from the same, and that it was void, and he had oftentimes sent for it, but could never get it ; but if ever he liv'd to go into *Cheshire*, he would run his Sword into the Rogue *VVarrens* guts if he did not deliver it : and this not above seven days before his Death, which hapned in *January 1673*, at the Lady *Dudleys* House in *Staffordshire*.

Sir *Thomas* likewise declared at his departure from his House, that it was a great trouble to him, that he must be forc'd to go dye out of his own House to save his estate ; for that *VVarren* had been with him, and brought some Bottles of Sack, and told him, that he and Mr. *Booth* would come the next day and visit him, and drink them out ; no sooner was he gone, but Sir *Thomas* told his Servant that the said *VVarren* and *Booth* designed him a visit the next day, and to make him drunk, and get some Settlement of his estate from him ; but he would prevent them by going to the Lady *Dudleys* before they came ; which accordingly (though very ill) he did do ; with which when they came, they were greatly surprized, and very angry thereat.

And the said *VVarren* at the Funeral of Sir *Thomas*, confessed he had preserved the Deed of Settlement of his estate for the said Mr. *Booth*, which Deed he declared Sir *Thomas* had sealed, but afterwards Cancelled, and thought thereby he had made the same void, but was mistaken ; adding, that Sir *Thomas* had often endeavoured to get it from him ; but he kept it, and put him off with excuses, making him believe it was void, and that he had lost it, which Sir *Thomas* believed ; but now he would set it on foot for Mr. *Booth*.

Some years after the Death of Sir *Thomas*, the Lady *Theodosia* his Relict, gave the Appellants notice of the pretended Deed aforesaid, and that the Respondent *Booth* intended to make Claim thereby, but declared that she knew the same was surreptitiously gotten from Sir *Thomas*, and that he thought by Cancelling thereof he had made it void ; and although she had a greater estate thereby, than by her last Deed, yet she would not claim any thing under the same for the Reasons aforesaid.

The Appellants heteupon as Heirs at Law to Sir *Thomas*, exhibited their Bill in Equity against the said *Nathaniel Booth*, and one *John Brereton*, to discover the said Deed, and the Contents thereof, and to have the same delivered up, or otherwise destroyed.

To which Bill the said *Nathaniel Booth* put in his Answer, set forth the said Deed ; and that Sir *Thomas* had executed the same, but afterwards had torn off his Hand and Seal, but had not thereby made the same void, he not having exactly pursued the power of Revocation to him therein reserved ; Therefore claimed an estate Tail in the Lands in question, after the Death of the said Dame *Theodosia*.

But the Defendant *Brereton* by Answer, sets forth, that there was such a Settlement, as aforesaid made by Sir *Thomas*, who afterwards cancelled the same, and declared it void, and always thought it to be so ; and therefore he dis-
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claimed any Interest or pretence to the Annuity given (and settled upon) him for his life by the said Deed; and that the Plaintiffs as Heirs at Law ought to enjoy the same.

Their Answers being put in, Issue was joyned, Witnesses examined, Publication past, and the Cause coming to Hearing the 18th day of February, 1678, before the Right Honourable the Lord High Chancellor of England, his Lordship notwithstanding all the matters aforesaid and many others of the like nature were fully proved, yet contrary to all Equity, dismissed the Appellants Bill; when as in Justice he ought to have Decreed the aforesaid Settlement void, and to have granted a perpetual Injunction against the Respondent Booth his Proceedings thereupon. By which Dismission, the Appellants being agrieved, they humbly Appeal from the same, to this most Honourable House, the Supreme Fountain of Justice within this Kingdom, Praying to be heard, to the intent they may receive Relief agreeable to the Justice and Equity of their Cause.

